# CONTRACT USER GUIDE



## How to Use the Printers, Printer Maintenance, Servers, Storage & Apple Products Statewide Contract

Contract #: ITC44\* Contract Duration: 12/11/2009 to 08/30/14

MMARS #: ITC44\* Options to renew: No options available

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This contract contains: Environmentally Preferable Products (EPP) Equipment

Last change date: 11/07/12

## **Contract Summary**

This is a NASPO/WSCA Cooperative contract for the purchase of Printers, Printer Maintenance, Servers, Storage, & Apple products. Statewide Contract ITC44 is the result of a procurement that was completed by the state of Minnesota for use by WSCA/NASPO participants. As a result, to use this contract OSD has executed a "Participating Addendum", which can be found under each Vendor's tab.

There are four (4) vendors on this contract:

Apple	IBM
Xerox	Hewlett Packard (HP)

#### **Included Products and Services**

The following products are available as subcategories from **Apple**:

- A. Personal Computers
- B. Monitors
- C. Mobile PDA's and devices
- D. Computer Servers
- E. Computer Hardware Maintenance & Support
- F. Workstations
- G. Storage Solutions

The following products are available as subcategories from **HP, IBM & Xerox**:

- A. Laser Printers
- B. InkJet Printers
- C. Printer Maintenance



#### **Excluded Products and Services:**

- Hardware (other than Printers, which can be purchased from ITC47)
- Software
- Personal computers (except Apple)
- Mobile PDA's (except Apple)
- Peripherals
- Leasing
- Professional Services\*

**Please note**: there may be exceptions to the above list. For example, if a printer is bundled with software required for its operation, it may be allowed.

#### Who Can Use This Contract?

**Applicable Procurement Law:** MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

#### **Eligible Entities:**

- 01. Cities, towns, districts, counties and other political subdivisions
- 02. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
- 03. Independent public authorities, commissions and quasi-public agencies
- 04. Local public libraries, public school districts and charter schools;
- 05. Public Hospitals, owned by the Commonwealth;
- 06. Public institutions of high education
- 07. Public purchasing cooperatives;
- 08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
- 09. Other entities when designated in writing by the State Purchasing Agent.

## **Pricing and Purchase Options**

<u>Purchase Options:</u> All purchases made through this contract will be for the outright purchase of equipment. Leasing is not allowed under this contract.

All orders placed under this contract <u>must</u> reference ITC44 and the applicable Master Price Agreement number, a list of which can be found below. Otherwise, the order will not be considered "use of a Statewide Contract" for procurement purposes.

#### **Master Price Agreement Numbers:**

Apple: B27158 Xerox: B2178

HP: B27164 IBM: B27166

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<sup>\*</sup>Vendors may offer professional services related ONLY to the equipment and configuration of the equipment that was purchased through this statewide contract.



<u>Printer/Server Quotes:</u> Executive Branch Departments must solicit, and all other Eligible Entities are strongly encouraged to solicit, at least three (3) quotes from the vendors listed to determine which can provide the best value. Executive Branch Departments are required to contact three (3) vendors for quotes but are not required to receive responses from all three (3).

Printers of all types per unit/configuration costs should not exceed \$50,000. This IS NOT a restriction on how many units/configurations can be purchased, but on the value of each individual unit/configuration.

<u>Apple Product Quotes:</u> Eligible Entities must request a quote from Apple and indicate the product number/part number or a detailed description of the requested item, required quantity, and the anticipated delivery date. If an Eligible Entity prefers/elects to pick up the product at a local retail store it must be indicated in the quote.

This Agreement is **NOT** for the purchase of major, large hardware or hardware & software offerings. In general, individual units/configurations for servers and storage (SANs, etc.) should not exceed \$500,000 each. Desktop per unit/configuration costs should not exceed \$100,000.

<u>Warranty & Maintenance</u>: The warranty and maintenance of all products furnished under this contract are the responsibility of the Vendor. The vendor is allowed to use a subcontractor at the sole discretion of the Eligible Entity. If maintenance is required it must be indicated in the request for a quote so that the vendor includes the maintenance term and prices.

<u>Apple Warranty</u>: The Vendor will provide the basic warranty listed for each product in its Product and Services Schedule Prices, also referred to as PSS. The warranties range from a one-year to a three-year warranty, with the ability to purchase additional warranties available on the PSS at the time of purchase. See Exhibit A of the Master Price Agreement for additional details.

<u>Printer/Server Warranty:</u> Warranties for Printers/Servers vary among the vendors and manufacturers. Please see Exhibit A of the Master Price Agreement for each vendor under these categories for detailed warranty information.

<u>Ordering:</u> An order is not valid until the vendor receives a Department authorized purchase order/number.

## **Delivery**

<u>Generally</u>: All deliveries shall be F.O.B. destination, prepaid and allowed, with all transportation and handling charges included in the price of the product and paid by the Vendor. In some cases alternative arrangements can be made.

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#### **Additional Information**

All equipment provided under the statewide contract will be new and unused. Factory seconds or remanufactured equipment will not be accepted unless specifically identified by the eligible entity.

<u>Operating manuals:</u> Operating manuals MUST be provided by the vendor for all equipment purchased under this contract.

**Recycling/Takeback:** For a fee, Vendors may recycle/take back their products (CPUs, servers, monitors, flat panel displays, notebook computers, and printers). For additional information and pricing send a quote to the vendor.

<u>What to do with used computer equipment:</u> Eligible Entities purchasing new equipment should dispose of the used hardware in environmentally responsible ways.

- 1. Use your organization's surplus property policies and procedures.
- 2. Use the statewide contract for the disposal of electronic equipment (FAC53).
- 3. Inquire about programs vendors on ITC44 may offer.

## **Summary of Where to Obtain Important Contract Information**

To obtain more in depth contract information please go to the Comm-PASS (<u>www.comm-pass.com</u>) website, click on "Contracts" then search by document number ITC44 to locate the following contract information:

Contract User Guide "Forms & Terms" tab

Vendors Award Information "Vendor" Tab

Participating Addendum under each Vendor

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